

# **IT Professional Technical Services Master Contract Program T#:902TS**

## **Statement of Work (SOW) For Technology Services Issued By**

**The Office of MN.IT Services @ the Minnesota Department of  
Administration**

**Project Title: AT Advocacy e-Learning Project**

**Service Category: Training – e-Learning Course Development**

### **Business Need**

The Office of MN.IT Services ("MN.IT") at the Department of Administration ("Admin") and through the STAR program, one of Admin's Community Services divisions, wishes to provide online training to increase:

- Awareness of assistive technology (AT) including how to access AT services
- Consideration and use of AT to achieve education and career goals
- AT advocacy skills needed to successfully implement the use of AT

In order to provide this training, the state is seeking a contractor to design and develop an e-Learning online training website using content and resource materials/links provided by the state.

As Minnesota's federally-funded Assistive Technology Act program, STAR is charged with increasing awareness of and access to assistive technology by Minnesotans of all ages and disabilities. To accomplish these goals, the Assistive Technology Act of 1998, as amended, sets forth a range of state level and state leadership activities that AT Act programs must provide, which includes training and technical assistance related to transitioning people with disabilities to higher education and employment.

The target population of this project is young adults (ages 16-21) and working age adults (ages 21-64) with disabilities; however, online training will be open to the public and may be accessed by others with an interest in assistive technology. This online training will provide support for students transitioning from high school to higher education and working-age adults transitioning from a correctional setting or school to employment.

**The website, online training modules, and all supporting resource materials on the website must comply with the [State of Minnesota Accessibility Standard](#), as well as, federal accessibility standards.**

## Project Deliverables

- Desired features include:
  - Video with captioning
  - Audio
  - Interactive content (quizzes, ability to direct user to pages/content based upon yes/no responses)
  - User friendly navigation (e.g. breadcrumbs)
  - User feedback (e.g. progress bar that shows percentage of work completed/remaining)
  - Support multiple learning styles (e.g. ability to print training modules/content)
  - Access content “as needed” (i.e. not required to take training modules in sequence)
  - Surveys
  - Polls
  - Use training modules as “guest” or create user profile
- Specific deliverables required:
  - Must meet or exceed federal and state accessibility standards
  - STAR staff must be able to update training content as needed after launch

## Project Milestones and Schedule

- Anticipated Start Date: February 2014
- Anticipated Site Development Stage: February 2014 – March 2014
- Anticipated Site Beta Testing (w/changes made based upon needs identified during beta testing: March – June 2014
- Anticipated Site Launch: June 2014
- Anticipated End Date: June 30, 2014

## Project Environment (State Resources)

- Staff descriptions:
  - a) Number of people on the project – three (3)
  - b) Project Manager
  - c) Project Lead Worker (content developer)
  - d) Project Support
- Minnesota STAR website will be migrating to the state's Tridion platform.

## Agency Project Requirements

- STAR's website will be located on the state's Tridion Content Management System
- E-learning site will be part of STAR's website
- Comply with Federal Accessibility Standards (Section 508)
- Comply with [State of Minnesota Accessibility Standard](#).

## Responsibilities Expected of the Selected Vendor

- Provide work plan that aligns with project schedule listed above
- Assign lead worker to be point of contact for STAR staff
- Work with MN.IT's Tridion Work Group to ensure that the e-Learning site is compatible with the state's content management system
- Beta testing prior to launch (see project schedule listed above)
- Test and confirm project meets federal and state accessibility standards
- Provide knowledge transfer (project documentation) if necessary to ensure STAR is able to modify/update website after project is completed

## Desired Skills

Demonstrate experience in:

- Designing accessible user interfaces
- Developing accessible e-Learning websites that include user interactions
- Coding HTML/XML/DHTML, CSS, Javascript

## Process Schedule

- |  |   |
|--|---|
| • Deadline for Questions                     | Friday, January 17, 2014; 2:00 PM CT    |
| • Anticipated Posted Response to Questions   | Wednesday, January 22, 2014; 2:00 PM CT |
| • Proposals due                              | Monday, January 27, 2014; 2:00 PM CT    |
| • Anticipated proposal evaluation begins     | Tuesday, January 28, 2014, 2:00 PM CT   |
| • Anticipated proposal evaluation & decision | January 31, 2014                        |

## Questions

Any questions regarding this Statement of Work should be submitted via e-mail by the date and time listed in the process schedule to:

Name: Leah Wilhelmy

Department: Office of MN.IT Services

E-mail Address: [MN.IT\\_Contracts@state.mn.us](mailto:MN.IT_Contracts@state.mn.us) (please note there is an underscore between MN.IT and Contracts in the e-mail address)

Questions and answers will be posted on the Office of MN.IT Services website

([http://mn.gov/buyit/statements/mcp902ts\\_active.html](http://mn.gov/buyit/statements/mcp902ts_active.html)) according to the process schedule above.

Other persons ARE NOT authorized to discuss this SOW or its requirements with anyone throughout the selection process and responders should not rely on information obtained from non-authorized individuals. If it is discovered a Responder contacted other State staff other than the individual above, the responder's proposal may be removed from further consideration.

The STATE reserves the right to determine if further information is needed to better understand the information presented. This may include a request for a presentation.

## SOW Evaluation

- E-Learning Site Development Experience (20%)
- Experience developing accessible interfaces and sites that comply with WCAG (web content accessibility guidelines) 2.0 Level AA (25%)
- Work Plan (25%)
- Cost (30%)

**This Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.**

## Submission Format

- Introduction
- Company overview should include:
  - a) Company history
  - b) Provide a portfolio with a minimum of two (2) sample e-Learning websites the company recently developed that demonstrates desired skills listed above.

- c) Current financial data if publicly available
- Project Overview
- Provide detailed response to “Business/Project Requirements”
  - a) Vendor’s key staff (e.g. project lead, designer(s), developer(s)) should describe their understanding of the features and requirements of this e-learning site and vendor’s proposed solution.
  - b) Explain how the vendor will meet the requirements outlined in this Statement of Work including:
    - (1) Timeline illustrating vendor’s commitment to meet project milestones and schedule
    - (2) Comply with state and federal accessibility standards
    - (3) Design an interactive site as described under Project Deliverables
    - (4) Design site that state/STAR staff can maintain/update once project is completed
  - c) Vendor must clearly state if it plans to modify/expand design and feature functionality of the e-learning site (Examples: proposal includes hosting e-learning site; proposal includes dynamic real-time interactive features, as well as, static e-learning features outlined under Project Deliverables).
  - d) Include description of software/hardware that will be used to design/develop the e-learning site including:
    - (1) Steps vendor will use to confirm that software used to design and develop the e-learning site complies with state and federal accessibility standards
    - (2) Steps vendor will use to confirm that e-learning site is compatible with and can be maintained through the state’s Tridion Content Management System.
- Detailed response to “Project Approach”
  - a) Explain how the vendor will approach their participation in the project. This includes:
    - 1) Organization and staffing (including staff qualifications, resumes, etc.)
    - 2) Work-plan with life-cycle cost breakdown
    - 3) Contract/change management procedures
    - 4) Project management (e.g. quality management, risk assessment/management, etc.)
    - 5) Documentation of progress such as status reports
- Detailed response to staff augmentation
  - 1) Resume should include experience designing/developing e-learning sites that meet or exceed state and federal accessibility standards
  - 2) Cost
- Conflict of interest statement as it relates to this project
- Required forms to be returned or additional provisions that must be included in proposal
  - a) Affirmative Action Certificate of Compliance (if over \$100,000)  
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
  - b) Affidavit of non-collusion  
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
  - c) Certification Regarding Lobbying (if over \$100,000)  
<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
  - d) Veteran-Owned/Service Disabled Veteran-Owned Preference Form (if applicable)  
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>
  - e) Resident Vendor Form (if applicable)  
<http://www.mmd.admin.state.mn.us/doc/residentvendorform.doc>

## Proposal Submission Instructions

- Response Information:
  - a) E-mail proposals to [MN.IT\\_Contracts@state.mn.us](mailto:MN.IT_Contracts@state.mn.us) (please note there is an underscore between MN.IT and Contracts in the e-mail address)
  - b) Proposals should indicate in subject line: **e-Learning Site Proposal and the company name**
- Proposals may be in Word or .PDF format
- The cost portion of the proposal should be sent in a separate e-mail as an attachment – indicate in the subject line: **e-Learning Site Proposal – COST - and the company name**
- Submissions must be received by Monday, January 27, 2014; 2:00 PM CT.

# General Requirements

## Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

## Liability

### Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

## Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this SOW, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

## Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the

terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve the State’s rights.

### **IT Accessibility Standards**

All documents and other work products delivered by the vendor must be accessible in order to conform with the State Accessibility Standard. Information about the Standard can be found at:

<http://mn.gov/oet/policies-and-standards/accessibility/>.

### **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at [mmdhelp.line@state.mn.us](mailto:mmdhelp.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

### **Veteran-Owned Preference**

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference on state procurement to **certified small businesses** that are **majority-owned and operated by**:

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section [16C.19](#), paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time.

If you are claiming the veteran-owned preference, **attach documentation, sign and return the Veteran-Owned Preference Form with your response to the solicitation.** Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

### **Foreign Outsourcing of Work Prohibited**

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.